

REMARKS

2. Enclosed are Replacement Sheets of the drawings in accord with the original drawings and the approved drawing corrections (paper #3), which are believed to overcome the objections in (paper #2).
3. The claim objections noted by the Examiner have been corrected by the above amendments to the claims.
- 4, 5. Claims 21-31 are now believed to be in accord with 35 USC 112 second paragraph. The "at least one" language has been removed and are now definite.
- 6, 7. Claims 21-26, as now amended, are not believed to be anticipated by Gochanour '889 under 35 USC 102(e). Claim 21 calls for, inter alia,

"a . . . sheet . . . to contact and protect an entire upper surface of the keyboard, said sheet inhibiting any unintentional contact between the keyboard and fingers of an operator . . . said sheet having no adhesive distributed on either face of said sheet and being void of any electrical charge.",

which are not found or suggested. Claim 21 is drawn to a package of covers and not as set forth by the Examiner, "to an individual cover per se". The keyboard is not only in the prologue of the claim but is set forth to give meaning to the structural recitation of a predetermined size in length and width to contact and protect an entire upper surface of the keyboard. Certainly one having ordinary skill in the art would not use any of the adhesive backed sheets of Gochanour on a keyboard since this would adversely affect the operation of the keyboard.

The pointing out of an embodiment which uses an electrostatic charge to adhere the covering to a hand (col. 5, lines 43-58) is noted. This is now specifically omitted from claim 21 and would be contrary to the "consisting" terminology of claim 21. Also, Gochanour mentions that to obtain a sufficient electrical charge an electrically conductive material may be incorporated within or attached to the film 14. This again would be outside of the "consisting" limitation of the claims.

Claims 22-26 are believed to be patentable over Gochanour for substantially the same reasons as claim 21 and by the recitations found therein. The Examiner states that "the cover of Gochanour is capable of being sized such that it would be folded over . . .". Even in rejections under 35 USC 103, "could" is never appropriate. The statute requires "would be obvious". It seems that the Examiner statement is based on viewing applicant's invention in retrospect and the prior art sheet of Gochanour is not so sized as set forth in the claims.

8, 9. Claims 28-30, as now amended, are believed to be patentable under 35 USC 103(a) over Lafond '829 in view of IBM. These claims remain in the "consisting" closed terminology and thus this rejection should be considered moot. Lafond discloses a closed sterile bag which may be opened along a tear off line. "Heavy gauge polyethelene" just simply would not be useable to cover a keyboard regardless of what the Examiner states to the contrary. Nor would anyone having ordinary skill in the art even consider Lafond as being pertinent to the invention disclosed and claimed.

The cover of IBM seems to be of a resilient, conformal clear plastic or rubber sheath that is applied or removed through rolling or unrolling over a hand held computer. One having ordinary skill in the art would not obviously combine these references since there is no suggestion, teaching or motivation to do so.

As to claims 28-30, all have at least one edge open and Lafond does not until the user removes the tear across the top.

10. Clais 32 and 37 are believed to be patentable under 35 USC 103(a) over Yanagisawa '527 in view of Adair. Yanagisawa does not disclose any embodiment in which the film is in "contact and overlies an entire upper surface and an entire lower surface of said keyboard" as now called for in claim 32 nor that "said sheet being formed as an envelope . . .". While the Examiner states that "Yanagisawa teaches the cover may comprise an enclosure for enclosing the entire keyboard body", he fails to show any embodiment thereof and may be suggesting that a plastic film or the like be wrapped around rather than a formed enclosure.

Applicant does not believe that Adair teaches the recitations of claim 37 as now amended, nor would it be obvious to reconstruct Yanagisawa.

11. Moot

12. Claims 41-42, as amended, are believed to be patentable over Yanagisawa in view of Lafond for substantially the same reasons as applied above. Yanagisawa does not "enclose the keyboard" as noted above. Lafond shows a bag closed along all edges as noted above. Applicant submits that this

rejection is not proper under 35 USC 103 and reconsideration is respectfully requested.

13. The allowability of claims 27, 31 and 38 is noted.

A telephone interview is respectfully requested.

Respectfully submitted,

Date: Dec 15, 2006
Tel.No. (904) 355-9631
Fax.No. (904) 355-9632

Arthur G. Yeager
Arthur G. Yeager, Reg.No. 19,892
245-1 East Adams Street
Jacksonville, FL 32202-3365